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*Counsel for certain Lender Trusts and their
Special Servicer, KeyBank National Association*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

| | | |
|---|---|------------------------------|
| In re: |) | Chapter 11 |
| |) | |
| CIRCUIT CITY STORES, INC., et al., |) | Case No. 08-35653-KRH |
| |) | |
| Debtors. |) | Jointly Administered |

**AFFIDAVIT OF ROBERT RECORD IN RESPONSE TO NOTICE
OF SUBSTANTIVE HEARING -- DOCKET NO. 14031**

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

ROBERT RECORDS, being duly sworn, deposes and states:

1. I am a Vice President, Special Servicing, for KeyBank National Association (“**KeyBank**”), acting as special servicer for U.S. Bank National Association, as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1997-C1 (“**Lender Trust**”). KeyBank is successor to Capmark Finance, Inc. as the special servicer for the Lender Trust. I am the person at KeyBank personally responsible for administering the loan (the “**Loan**”) secured in part by the real property located in Lafayette,

Louisiana (the “**Lafayette Property**”) previously leased to Debtor and that is at issue in Claim No. 9707 (the “**Claim**”) in this matter.

2. I am familiar with the loan file for the Loan and the contents thereof, including the loan documents evidencing the Loan. KeyBank, and Lender Trust’s previous servicers, maintained the loan file for the Loan and copies of the loan documents within the loan file, including the Note and Mortgage defined below, in the regular course of their businesses. I am familiar with the record keeping system of KeyBank and at Lender Trust’s previous servicers for maintaining the loan file for the Loan.

3. The Loan was evidenced by a Promissory Note (the “**Note**”) dated February 27, 1995 in the original principal amount of \$3,674,679.00 executed and delivered by Circuit Investors – Matteson Limited Partnership (“**Initial Borrower**”) to The Paul Revere Life Insurance Company (“**Original Lender**”). A true and correct copy of the Note is attached as **Exhibit A**.

4. The Note was secured by, among other things, that certain Mortgage, Assignment of Leases and Security Agreement (First) (the “**Mortgage**”) dated March 31, 1995 but effective February 27, 1995 from Original Borrower to Original Lender giving Lender Trust a first priority security interest in the Lafayette Property and recorded on April 4, 1995 as File No. 95-010878 of the mortgage and conveyance records of the Clerk of Court, Lafayette, Louisiana (the “**Recorder’s Office**”). A true and correct copy of the Mortgage is attached as **Exhibit B**. The Note was further evidenced and secured by that certain Assignment of Lease and Rents (the “**ALR**”) dated February 27, 1995 from Original Borrower to Original Lender assigning, among other things, all rents flowing from the Lafayette Property to Lender Trust and recorded on April

4, 1995 as File No. 95-010879 of the Recorder's Office. A true and correct copy of the ALR is attached as **Exhibit C**.

5. The Loan and all loan documents (the "**Loan Documents**") relating to or evidencing same (the "**Loan Documents**") were assigned by Original Lender to German American Capital Corporation pursuant to an Assignment dated August 22, 1997 and then to Lender Trust pursuant to an Assignment of Mortgage, Assignment of Leases and Security Agreement (First) dated November 9, 1998 and recorded on January 19, 1999 as File No. 99-002077 of the Recorder's Office. A true and correct copy of the Assignment is attached as **Exhibit D**.¹ Lender Trust is the holder and owner of the Loan Documents.

6. CC Lafayette, LLC ("**Landlord**") acquired the Lafayette Property and assumed Initial Borrower's obligations under the Loan and the associated loan documents as evidenced by a Second Consent, Assumption and Mortgage Modification Agreement (First) (the "**Assumption Agreement**") dated March 29, 1999 and recorded on April 1, 1999 as File No. 99-013257 of the Recorder's Office. A true and correct copy of the Assumption Agreement is attached as **Exhibit E**.

7. After Landlord defaulted on the Loan, Lender Trust foreclosed upon the Lafayette Property pursuant to an Order of the 15th Judicial District Court, Parish of Lafayette, State of Louisiana dated August 14, 2009 (the "**Foreclosure Order**"). A true and correct copy of the Foreclosure Order is attached hereto as **Exhibit F**. The Lafayette Property has since been sold by Lender Trust.

¹ The Trustee of the Lender Trust has changed over time. U.S. Bank National Association is the current Trustee.

8. Under the Loan Documents, the claim in this matter relating to the Lafayette Property belongs solely to the Lender Trust. Lender Trust is the proper holder of, and payee under, the Claim.

FURTHER AFFLIANT SAYETH NOUGHT



Robert Records
Vice President, Special Servicing
KeyBank National Association

SWORN TO, SUBSCRIBED and ACKNOWLEDGED before me this 31 day of March, 2017, by Robert Records. He is personally known to me, and has acknowledged before me that he executed the foregoing as his free act and deed.

Notary Public

Printed Name: David W. Reece

My Commission Expires: 9-1-2020

State of Texas

